

## **AGREEMENT FOR A TEMPORARY STAGING AREA FOR DEBRIS IN THE EVENT OF AN EMERGENCY**

This Agreement is made by and between South Jordan City, a Utah municipal corporation (“CITY”) and Trans-Jordan Cities (“TJC”). The CITY and TJC are referred to hereinafter as the “Parties.”

WHEREAS, CITY is a municipality that in an emergency event or major disaster will need to coordinate and facilitate the management of debris deposited on public lands and public right-of-way; and

WHEREAS, because of the inherent danger posed by uncollected debris involved in an emergency condition it is in the public interest that the CITY protect against the accumulation of debris and its accompanying hazard to human life and property; and

WHEREAS, Section 3. E. of the CITY’s Debris Management Plan states that the CITY’s Public Works Department will coordinate the establishment of temporary and permanent sites to accept debris; and

WHEREAS, TJC is an entity that provides for waste disposal and other landfill operations; and

WHEREAS, TJC has approximately 50 acres of property (the “Site”) located at approximately 10873 S. Bacchus Hwy (U-111) South Jordan City, UT which is leased to TJC and has been identified as a site for temporary use of all construction debris in the event of a catastrophic event; and

WHEREAS, the CITY has requested permission to use the Site, described in the attached Exhibit A, as a temporary staging area for short term debris storage and for debris separation in the event of an emergency; and

WHEREAS, TJC has agreed to make the Site available to the CITY for such purposes subject to the terms and conditions hereinafter set out.

NOW, THEREFORE, for and in consideration of the usage of the Site and other good and valuable consideration, including the mutual benefits accruing to the CITY and TJC, the Parties agree as follows:

1. Use of the Site. Use of the Site for debris is subject to availability and TJC approval. The CITY will provide TJC’s General Manager with advance written notice of its need for the use of the Site if feasible; otherwise the CITY will notify TJC of need for the Site orally. TJC will provide a response to the request prior to CITY usage of the Site.

Upon the occurrence of an emergency condition, after either written or oral permission from TJC is received, the CITY, its affiliated contractors, their personnel and vehicles may enter upon the Site to dump debris. The CITY or its affiliates will separate the debris so it may be moved to a permanent storage location. Debris deposited on the Site will be constantly rotated by the CITY or its affiliates with new debris being loaded in and sorted

debris being removed.

2. Term. This Agreement shall remain in effect for a term of five (5) years with ten automatic five year renewals unless earlier terminated by either party upon ninety (90) days written notice. Notwithstanding the foregoing, this Agreement shall automatically terminate if the lease TJC has on the Site expires or is revoked or cancelled.

The CITY's use of the Site as a temporary staging area for debris storage and separation shall extend for that period of time reasonably required by the CITY to respond to the emergency event or major disaster. In the event this agreement is terminated while debris is on the Site, the CITY will have thirty (30) days to remove the debris.

3. Site Repairs. CITY agrees that upon cessation of use of the Site the CITY will either restore the Site to the same condition as existed before its use thereof or pay TJC an agreed upon sum for the restoration. The CITY shall repair any damage to the Site or any other land owned by TJC immediately adjacent to the Site caused by any activity of the CITY or its employees, agents and contractors on the Site.
  4. Indemnification. TJC shall notify the CITY of any known harms or hazards on the Site prior to City usage of the Site. After such notification, The CITY agrees to indemnify TJC from claims, suits, losses, damages and liability of every kind suffered by CITY employees or the employees of its agents or contractors, resulting from the use of the Site, which occurred due to negligence of the CITY or any of its employees, contractors, or agents.
5. Notices. All notices shall be in writing and shall be delivered to the following addresses or at such different addresses as shall be directed by the Parties in writing from time-to-time.

CITY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TJC: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Assignment. The CITY shall not assign this Agreement without the prior written consent from TJC.
7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, representations and negotiations between the Parties regarding the subject matter are hereby superseded. The Agreement shall not be altered or amended except by an agreement in writing executed by both Parties.
8. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.
9. Signatory Warranty. The undersigned signatories for the CITY and TJC hereby represent and warrant that they are authorized to sign the organization for which he or she has executed this Agreement.
10. Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable the remainder of the Agreement shall not be affected, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

EXECUTED AND MADE EFFECTIVE ON THE DATE LAST SIGNED BELOW.

**CITY: SOUTH JORDAN CITY**

**TJC: TRANS-JORDAN CITIES**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form

Approved as to form

\_\_\_\_\_  
Attorney for the City

\_\_\_\_\_  
Attorney for Trans-Jordan

**NOTARY:**

State of \_\_\_\_\_ )  
:ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
\_\_\_\_\_  
[name of person], whose identity is personally known to  
me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the  
\_\_\_\_\_  
[title], of \_\_\_\_\_ [name of entity], and  
said document was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution  
of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

\_\_\_\_\_  
Notary Public